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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

NOTIFICATION FOR SALE OF MINOR FOREST PRODUCE.

Notification dated 4th June 1923.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, reserved lands and plantations for one year, from 1st July 1923 to 30th June 1924, will be sold talukwar by public auction by the District Forest Officer, Kolar, on the dates and at the places specified below :—

Name of taluk	Place of sale	Date of sale	Remarks
1. Kolar ... 2. Bowringpet ... 3. Malur .. 4. Srinivaspur ... 5. Chintamani .. 6. Sidlaghatta .. 7. Chikballapur ... 8. Goribidnur ... 9. Bagepalli ... 10. Mulbagal ... 11. Gudibanda Sub-Taluk.	District Forest Office, Kolar District, Kolar.	21st June 1923	Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department. Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal and kharab lands, gavtana and other lands, set apart for communal purposes :— 1. Hunase. 2. Mavu. 3. Seege. 4. Cocoanut 5. Hippe 6. Nerale. 7. Halasu. 8. Jali. 9. Byala. 10. Honge seeds and leaves.

N. B.—The Government will not make any extra demand for lands resigned [redacted] occupation and the lessee shall not be entitled to any rebate on account of lands tak[redacted] for cultivation during the currency of the lease.

Description of produce.

1. Tamarind fruit
2. Seegekayi
3. Gum
4. Honey
5. Beeswax
6. Kapilarang
7. Gerubija or marking nut
8. Woodapple
9. Lichens
10. Maradipoppe or charpoppu*
11. Horns
12. Tarikayi
13. Gallnut
14. Antavaladakayi
15. Wild castor seeds
16. Chilladabija
17. Chagache bija
18. Guggala
19. Custard apple
20. Neem seeds
21. Cashewnut
22. Pappilichekke
23. Hippe seeds
24. Mango fruits
25. Kalluhuvu
26. Makliberu (State Forest)
27. Sogadeberu (State Forest)
28. Kakkekayi
29. Somechakke
30. Lebi fruit
31. Inglara
32. Nili seeds

N.B.—Maradi seeds of Sambaragida kavals and Nandi Hobli District jungles are excepted.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid, unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case, the party named therein happens to be the highest bidder, obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidder shall, immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the Local, Railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government, by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will

be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N. B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

First instalment	on or before	1st	November 1923.
Second	do	do	1st March 1924.
Third	do	do	1st July 1924.

In default to pay the instalments on the due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in anyway on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permits the inspection of such accounts by any Forest Officer, of and above the rank of a Ranger having jurisdiction within the area referring to the lease and officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidently. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1924, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of minor forest produce will be permitted in the State Forests during the fire season, *i. e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce of trees on occupied lands and the village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce. Any such damage will be assessed by the Forest Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue, but shall not participate in any profits.

D. RAJA RAO,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification, dated 23rd May 1923.

Notice is hereby given that sealed tenders will be received by the District Forest Officer, Mysore District, Mysore, up to the 20th June 1923 (4 P.M.) for the supply of rations to the elephants of the district for a period of six months from 1st July to the end of December 1923. For conditions and other particulars, please refer to the detailed notification of date published on pages 345-346, Part VI of the *Mysore Gazette*, dated 31st May 1923.

Notification of sale of timber, dated 11th June 1923.

The timber of defaulting purchasers will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Mysore District, commencing from the 18th June 1923 :—

Serial No.	Name of depot	Date and hour of sale	Place of sale
1	Chamrajnagar Depot	18th June 1923 at 2 P M. ..	Chamrajnagar
2	Hunsur Depot	20th June 1923 at 2 P.M. ..	Hunsur
3	Periyapatna Depot	21st June 1923 at 2 P.M. ..	Periyapatna
4	Woodyard, Mysore	25th June 1923 at 8-30 A.M. ..	Mysore

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to District Forest Officer to fix such price as may appear to him to be reasonable